

AG Contract No. KR98 2216TRN
ADOT ECS File No. JPA 98-151
Project: H3881 02C
Section: SR-88 (Wheatfields Road)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY, ARIZONA

THIS AGREEMENT is entered into 7 January, 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,
as amended, between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and GILA COUNTY, ARIZONA,
acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Incident to a highway improvement project on SR-88 at Wheatfields Road contemplated by the State, to include an asphalt overlay, restriping and replacing raised pavement markings, and a reinforced concrete ford at Gerald Wash, the State and the County have agreed that upon completion of the project the State will abandon ownership jurisdiction and maintenance responsibility and transfer to the County SR-88 from MP 264.55 to MP 268.85, all within the County limits.

THEREFORE, in consideration of the mutual agreements expressed herein,
it is agreed as follows:

NO. 22914
Filed with the Secretary of State
Date Filed: 01/07/99
Betty Boyles
Secretary of State
By: Vicky V. Graenewold

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for the SR-88 improvement project suitable for construction bidding and construction. Incorporate County review comments as appropriate.

b. Be responsible for all costs associated with the improvement project, in an amount currently estimated at \$184,041.00, and reimburse the County for all costs associated with the design and construction of the concrete ford at Gerald Wash, in an amount currently estimated at \$23,875.00. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation.

c. Upon completion, approve and accept the project improvements as complete.

e. Upon completion of the project improvements, and upon approval of and by Resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibility for SR-88 from MP 264.55 to MP 268.85 to the County.

2. The County will:

a. Review the design documents and provide comments.

b. Waive the requirements of Arizona Revised Statutes Section 28-7209 (formerly ARS 28-106).

c. Upon approval of and by Resolution of the Board of Supervisors, accept jurisdiction and maintenance responsibility for the roadway on SR-88 within the County limits from MP 264.55 to MP 268.85.

d. Grant the State a no cost permit for the existing 8" water line to remain within the right-of-way from MP 268.05 to MP 268.85 during the construction of the realignment of SR-88.

e. Acquire approval and all required permits from the Corps of Engineers, and design, call for bids and award a construction contract to construct a reinforced concrete ford at Gerald Wash (MP 267.75 - 267.81), and invoice the State for the reasonable direct actual cost of same, with no profit or fee, in an amount currently estimated at \$23,875.00. Upon completion of the States Project rename the abandoned portion of SR-88 Wheatfields Road.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements, reimbursements and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17 Ave. MD 616E
Phoenix, AZ 85007

Gila County
County Administrator
1400 E. Ash Street
Globe, AZ 85501

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

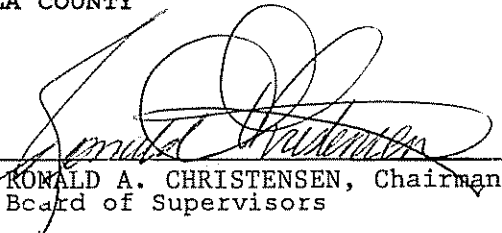
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GILA COUNTY


STATE OF ARIZONA

Department of Transportation

By

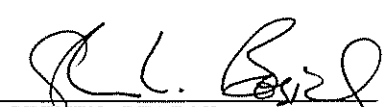

RONALD A. CHRISTENSEN, Chairman
Board of Supervisors

By


WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST

By



STEVEN BESICH
Clerk of the Board

98-151.doc/8oct

RESOLUTION

BE IT RESOLVED on this 14th day of October 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Gila County for the purpose of defining responsibilities for the design and construction of improvements to SR-88 from MP 264.55 to MP 268.85 and the abandonment of same to the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

BOARD OF SUPERVISORS**GILA COUNTY, ARIZONA**

Date: December 15, 1998

RONALD A. CHRISTENSEN

Chairman

STEVEN L. BESICH

Clerk of the Board

EDWARD G. GUERRERO

Vice-Chairman

By: Marian Sheppard
Chief Deputy Clerk

CRUZ SALAS

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Ronald A. Christensen, Chairman; Edward G. Guerrero, Vice-Chairman; Cruz Salas, Member; Steven L. Besich, County Administrator/Clerk; and Mark Gunning, Deputy County Attorney.

The Gila County Board of Supervisors met in Special Session this date. John Trujillo led the Pledge of Allegiance and Ophelia James delivered the Invocation.

Upon motion by Supervisor Salas, seconded by Vice-Chairman Guerrero, the Board unanimously approved the Finance Report of \$10,881.86 disbursed for County expenses by Claim Nos. X101234 through X101240 and X264115 through X264123, and paid during the period of December 8, 1998 through December 14, 1998. Also approved for the same reporting period was the Finance Report of \$288,008.29 disbursed for County expenses by Claim Nos. X101242 through X101483 and X264127 through X264589. **(An itemized list of vouchers is on permanent file in the office of the Board of Supervisors.)**

Steve Besich requested approval of an Intergovernmental Agreement for 1999 authorizing the Arizona Department of Revenue to provide data processing services to Gila County for property taxation purposes at a cost of \$.60 per parcel for 34,214 parcels, a total of \$20,528.40. Mr. Besich stated

Don White, Purchasing Director, addressed agenda item number five to award Bid No. 100698-1 for the purchase and delivery of unleaded gasoline, diesel fuel No. 2 LS Clear, and lubricants for fueling sites located within Gila County for the period January 1, 1999 through December 31, 2001. The Purchasing Department received one bid from MV Enterprises, who is the current supplier to Gila County. Upon motion by Supervisor Salas, seconded by Vice-Chairman Guerrero, the Board unanimously awarded Bid No. 100698-1 to MV Enterprises for the period January 1, 1999 through December 31, 2001. The bid award includes a provision for two twelve-month extensions of the contract at the Board's discretion.

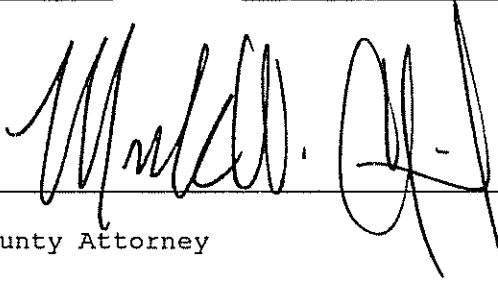
John Trujillo, Engineering Services Division Director, requested approval of Resolution No. 98-12-1 for the vacation of a portion of Rose Drive located in Strawberry Ranch Two, G.C.R. Map No. 250. Upon motion by Vice-Chairman Guerrero, seconded by Supervisor Salas, the Board unanimously approved Resolution No. 98-12-1. **(A copy of the resolution is on permanent file in the office of the Board of Supervisors.)**

A public hearing was held at this time for the approval of Ordinance No. 98-2, an Animal Control Ordinance prohibiting dogs running at large and barking dogs within the designated and defined unincorporated area of Gila County Supervisorial District I. Chairman Christensen stated that he had been contacted by residents of numerous fire districts located within District I regarding the implementation of a dog ordinance in their area. A decision was made to adopt one dog ordinance for the entire supervisorial district that would provide clear, concise guidelines to the public and allow for efficient control of animals. At this time Chairman Christensen opened the meeting to the public. No response was received. Upon motion by Vice-Chairman Guerrero, seconded by Supervisor Salas, the Board adopted Ordinance No. 98-2. **(A copy of the ordinance is on permanent file in the office of the Board of Supervisors.)**

APPROVAL OF THE GILA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and GILA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 17 day of December, 1998.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2957

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2216TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE December 31, 1998.

GRANT WOODS

Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:et/17704

Enc.